

THE HONORABLE RICHARD A. JONES

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE, WASHINGTON

TAKION CO., LTD.,

Plaintiff,

v.

GENERAL ELECTRIC COMPANY,
LEDTRONICS, INC., NORMANDE LIGHTING
LLC, PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION d/b/a PHILIPS
LIGHTING, SHARP ELECTRONICS
CORPORATION, TOSHIBA
INTERNATIONAL CORPORATION and
WESTINGHOUSE LIGHTING
CORPORATION,

Defendant.

CASE No.: 2:11-cv-00678-RAJ

FIRST AMENDED COMPLAINT

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Takion Co., Ltd., files this First Amended Complaint for Patent Infringement against General Electric Company, LEDtronics, Inc., Normande Lighting LLC, Philips Electronics North America Corporation d/b/a Philips Lighting, Sharp Electronics Corporation, Toshiba International Corporation, and Westinghouse Lighting Corporation, and alleges as follows:

FIRST AMENDED COMPLAINT - 1

BADGLEY ~ MULLINS

LAW GROUP
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THE PARTIES

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2 1. Takion Co., Ltd. ("Takion") is a Japanese limited company that is located in
3 Tokyo, Japan.

4 2. General Electric Company ("GE") is a New York corporation with its principal
5 place of business located at 12 Corporate Woods Boulevard, Albany, NY, 12211. GE does
6 business in Washington, including business within this judicial district, and has a registered
7 agent for the service of process in the State of Washington. GE may be served with process by
8 serving its registered agent, CT Corporation System located at 1801 West Bay Drive NW, Suite
9 206, Olympia, Washington, 98502.
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11 3. LEDtronics, Inc. ("LEDtronics") is a California corporation with its principal
12 place of business located at 23105 Kashiwa CT, Torrance, California, 90505. LEDtronics does
13 business in Washington, including business within this judicial district. LEDtronics may be
14 served with process by serving its registered agent, Pervaiz Lodhie, located at 12 Upper
15 Blackwater Canyon Road, Rolling Hills, California, 90274.
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17 4. Normande Lighting LLC ("Normande") is a Washington limited liability
18 company with its principal place of business located at 18862 72nd Ave. S, Kent, WA 98032.
19 Normande does business in Washington, including business within this judicial district.
20 Normande may be served with process by serving its registered agent, RSC Corporation located
21 at 1201 3rd Ave., Suite 3400, Seattle, Washington, 98101-3034.

22 5. Philips Electronics North America Corporation, d/b/a Philips Lighting ("Philips")
23 is a corporation organized and existing under the laws of Delaware with its principal place of
24 business at 3000 Minuteman Road, Andover, Massachusetts, 01810. Philips does business in
25 Washington, including business within this judicial district, through one or more subsidiaries and
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1 assumed names, and has a registered agent for the service of process in the State of Washington.
2 Philips may be served with process by serving its registered agent, Corporation Service
3 Company, 300 Deschutes Way SW, Suite 304, Tumwater, Washington, 98501.

4 6. Sharp Electronics Corporation (“Sharp”) is a corporation organized and existing
5 under the laws of New York with its principal place of business at Sharp Plaza, Mahwah, New
6 Jersey 07495-1163. Sharp does business in Washington, including business within this judicial
7 district, and has a registered agent for the service of process in the State of Washington. Sharp
8 may be served with process by serving its registered agent, CT Corporation System, 520 Pike
9 Street, Seattle, Washington, 98101.

10 7. Toshiba International Corporation (“Toshiba”) is a California corporation with its
11 principal place of business located at 13131 West Little York Road, Houston, Texas, 77041.
12 Toshiba does business in Washington, including business within this judicial district, and has a
13 registered agent for the service of process in the State of Washington. Toshiba may be served
14 with process by serving its registered agent, CT Corporation System located at 1801 West Bay
15 Drive NW, Suite 206, Olympia, Washington, 98502.

16 8. Westinghouse Lighting Corporation (“Westinghouse”) is a Pennsylvania
17 corporation with its principal place of business located at 12401 McNulty Road, Philadelphia,
18 Pennsylvania, 19154. Westinghouse does business in Washington, including business within this
19 judicial district. Westinghouse may be served with process by serving its registered agent, Carl
20 Thon, at 14911 Valley View Drive, Santa Fe Springs, CA 90670.

21 JURISDICTION & VENUE

22 9. This is an action alleging infringement of a United States patent. Accordingly,
23 this action arises under the patent laws of the United States of America, 35 U.S.C. § 1 *et seq.*,
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1 and this Court has exclusive subject matter jurisdiction over this action under 35 U.S.C. § 271
2 and 28 U.S.C. §§ 1331 and 1338(a).

3 10. GE, LEDtronics, Normande, Philips, Sharp, Toshiba, and Westinghouse are
4 subject to the jurisdiction of this Court by reason of their regularly conducted and systematic
5 business contacts in Washington and, with the exception of LEDtronics, by having appointed
6 resident agents for service of process in the State of Washington.

7 11. Venue is proper in this district under 28 U.S.C. §§ 1391(b-c) and 1400(b), in that
8 each defendant is subject to personal jurisdiction in the Western District of Washington, and is
9 thus deemed to reside in the Western District of Washington for purposes of venue.
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11 **CLAIMS FOR PATENT INFRINGEMENT**

12 **United States Patent No. 6,577,072**

13 12. On November 29, 2005, United States Patent No. 6,577,072 (“the ‘072 patent”)
14 entitled “Power Supply and LED Lamp Device” was duly and legally issued. A true and correct
15 copy of the ‘072 patent is attached as Exhibit A.

16 13. Pursuant to 35 U.S.C. § 282, the ‘072 patent is presumed valid

17 14. Takion is the owner of the entire right, title, and interest in and to the ‘072 patent,
18 including the right to sue and collect damages for all past, present and future infringement of the
19 ‘072 patent.
20

21 **General Electric Company**

22 15. GE has infringed and continues to infringe the ‘072 patent by making, using,
23 selling, offering to sell, leasing, importing and/or exporting LED lamps that infringe one or more
24 claims of the ‘072 patent.

25 16. The GE LED lamps that infringe ‘072 patent include, but are not limited to, the
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1 GE LED7PAR20/NFL (PC: 73716) LED Lamp (“GE LED Lamp”).

2 17. By making, using, selling, offering to sell, leasing, importing and/or exporting the
3 GE LED Lamp, GE has infringed and continues to infringe at least claim 3 of the ‘072 patent.

4 18. GE has infringed and continues to infringe the ‘072 patent by actively inducing
5 direct infringement by end-users who use the GE LED Lamp.

6 19. GE has the specific intent to encourage direct infringement of the ‘072 patent by
7 end users who use the GE LED Lamp.

8 20. GE’s sales, advertising, and instructions have induced direct infringement of the
9 ‘072 patent by end users who use the GE LED Lamp.

10 21. GE knew or should have know that its actions would induce direct infringement
11 of the ‘072 patent by end users who use the GE LED Lamp.

12 22. GE has infringed and continues to infringe the ‘072 patent by actively
13 contributing to the direct infringement by end-users who operate and/or use the GE LED Lamp.

14 23. The GE LED Lamp made, used and/or sold by GE constitutes a material part of
15 the inventions claimed in the ‘072 patent and is not a staple article or commodity of commerce
16 suitable for substantial non-infringing use.

17 24. GE knew that the GE LED Lamp is being used by end-users as a material part of
18 the invention claimed in the ‘072 patent.

19 25. GE infringes the ‘072 patent either literally or under the doctrine of equivalents.

22 **LEDtronics, Inc.**

23 26. LEDtronics has infringed and continues to infringe the ‘072 patent by making,
24 using, selling, offering to sell, leasing, importing and/or exporting LED lamps that infringe one
25 or more claims of the ‘072 patent.

1 27. The LEDtronics LED lamps that infringe '072 patent include, but are not limited
2 to, the LEDtronics ATS-200R-5 LED Traffic Light Replacement Lamp (collectively referred to
3 as the "LEDtronics Lamp").

4 28. By making, using, selling, offering to sell, leasing, importing and/or exporting the
5 LEDtronics Lamp, LEDtronics has infringed and continues to infringe at least claim 3 of the
6 '072 patent.

7 29. LEDtronics has infringed and continues to infringe the '072 patent by actively
8 inducing direct infringement by end-users who use the LEDtronics Lamp.
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10 30. LEDtronics has the specific intent to encourage direct infringement of the '072
11 patent by end users who use the LEDtronics Lamp.

12 31. LEDTronic's sales, advertising, and instructions have induced direct infringement
13 of the '072 patent by end users who use the LEDtronics Lamp.

14 32. LEDtronics knew or should have know that its actions would induce direct
15 infringement of the '072 patent by end users who use the LEDtronics Lamp.

16 33. LEDtronics has infringed and continues to infringe the '072 patent by actively
17 contributing to the direct infringement by end-users who operate and/or use the LEDtronics
18 Lamp.
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20 34. The LEDtronics Lamp made, used and/or sold by LEDtronics constitutes a
21 material part of the inventions claimed in the '072 patent and is not a staple article or commodity
22 of commerce suitable for substantial non-infringing use.

23 35. LEDtronics knew that the LEDtronics Lamp is being used by end-users as a
24 material part of the invention claimed in the '072 patent.
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1 36. LEDtronics infringes the '072 patent either literally or under the doctrine of
2 equivalents.

3 **Normande Lighting LLC**

4 37. Normande has infringed and continues to infringe the '072 patent by making,
5 using, selling, offering to sell, leasing, importing and/or exporting LED lamps that infringe one
6 or more claims of the '072 patent.

7 38. The Normande LED lamps that infringe '072 patent include, but are not limited
8 to, the Normande 5W LED, N-GLHWAH1W5R ("Normande LED Lamp").

9 39. By making, using, selling, offering to sell, leasing, importing and/or exporting the
10 Normande LED Lamp, Normande has infringed and continues to infringe at least claim 3 of the
11 '072 patent.

12 40. Normande has infringed and continues to infringe the '072 patent by actively
13 inducing direct infringement by end-users who use the Normande LED Lamp.

14 41. Normande has the specific intent to encourage direct infringement of the '072
15 patent by end users who use the Normande LED Lamp.

16 42. Normande's sales, advertising, and instructions have induced direct infringement
17 of the '072 patent by end users who use the Normande LED Lamp.

18 43. Normande knew or should have know that its actions would induce direct
19 infringement of the '072 patent by end users who use the Normande LED Lamp.

20 44. Normande has infringed and continues to infringe the '072 patent by actively
21 contributing to the direct infringement by end-users who operate and/or use the Normande LED
22 Lamp.
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1 45. The Normande LED Lamp made, used and/or sold by Normande constitutes a
2 material part of the inventions claimed in the '072 patent and is not a staple article or commodity
3 of commerce suitable for substantial non-infringing use.

4 46. Normande knew that the Normande LED Lamp is being used by end-users as a
5 material part of the invention claimed in the '072 patent.

6 47. Normande infringes the '072 patent either literally or under the doctrine of
7 equivalents.

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9 **Philips Lighting Company**

10 48. Philips has infringed and continues to infringe the '072 patent by making, using,
11 selling, offering to sell, leasing, importing and/or exporting LED lamps that infringe one or more
12 claims of the '072 patent.

13 49. The Philips LED lamps that infringe '072 patent include, but are not limited to,
14 the product number 5E-26A60 ("Philips LED Lamp").

15 50. By making, using, selling, offering to sell, leasing, importing and/or exporting the
16 Philips LED Lamp, Philips has infringed and continues to infringe at least claim 3 of the '072
17 patent.

18 51. Philips has infringed and continues to infringe the '072 patent by actively
19 inducing direct infringement by end-users who use the Philips LED Lamp.

20 52. Philips has the specific intent to encourage direct infringement of the '072 patent
21 by end users who use the Philips LED Lamp.

22 53. Philips' sales, advertising, and instructions have induced direct infringement of
23 the '072 patent by end users who use the Philips LED Lamp.
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1 54. Philips knew or should have know that its actions would induce direct
2 infringement of the '072 patent by end users who use the Philips LED Lamp.

3 55. Philips has infringed and continues to infringe the '072 patent by actively
4 contributing to the direct infringement by end-users who operate and/or use the Philips LED
5 Lamp.

6 56. The Philips LED Lamp made, used and/or sold by Philips constitutes a material
7 part of the inventions claimed in the '072 patent and is not a staple article or commodity of
8 commerce suitable for substantial non-infringing use.

9 57. Philips knew that the Philips LED Lamp is being used by end-users as a material
10 part of the invention claimed in the '072 patent.

11 58. Philips infringes the '072 patent either literally or under the doctrine of
12 equivalents.

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14 **Sharp Electronics Corporation**

15 59. Sharp has infringed and continues to infringe the '072 patent by making, using,
16 selling, offering to sell, leasing, importing and/or exporting LED lamps that infringe one or more
17 claims of the '072 patent.

18 60. The Sharp LED lamps that infringe '072 patent include, but are not limited to, the
19 product number LED PAR 30, DL-L12P3030A ("Sharp LED Lamp").

20 61. By making, using, selling, offering to sell, leasing, importing and/or exporting the
21 Sharp LED Lamp, Sharp has infringed and continues to infringe at least claim 3 of the '072
22 patent.

23 62. Sharp has infringed and continues to infringe the '072 patent by actively inducing
24 direct infringement by end-users who use the Sharp LED Lamp.
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63. Sharp has the specific intent to encourage direct infringement of the '072 patent by end users who use the Sharp LED Lamp.

64. Sharp's sales, advertising, and instructions have induced direct infringement of the '072 patent by end users who use the Sharp LED Lamp.

65. Sharp knew or should have know that its actions would induce direct infringement of the '072 patent by end users who use the Sharp LED Lamp.

66. Sharp has infringed and continues to infringe the '072 patent by actively contributing to the direct infringement by end-users who operate and/or use the Sharp LED Lamp.

67. The Sharp LED Lamp made, used and/or sold by Sharp constitutes a material part of the inventions claimed in the '072 patent and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

68. Sharp knew that the Sharp LED Lamp is being used by end-users as a material part of the invention claimed in the '072 patent.

69. Sharp infringes the '072 patent either literally or under the doctrine of equivalents.

Toshiba International Corporation

70. Toshiba has infringed and continues to infringe the '072 patent by making, using, selling, offering to sell, leasing, importing and/or exporting LED lamps that infringe one or more claims of the '072 patent.

71. The Toshiba LED lamps that infringe '072 patent include, but are not limited to, the product code 218-50053 (model number LEL-AW8L-1/US, 8A19/827) ("Toshiba LED Lamp").

1 72. By making, using, selling, offering to sell, leasing, importing and/or exporting the
2 Toshiba LED Lamp, Toshiba has infringed and continues to infringe at least claim 3 of the '072
3 patent.

4 73. Toshiba has infringed and continues to infringe the '072 patent by actively
5 inducing direct infringement by end-users who use the Toshiba LED Lamp.

6 74. Toshiba has the specific intent to encourage direct infringement of the '072 patent
7 by end users who use the Toshiba LED Lamp.

8 75. Toshiba's sales, advertising, and instructions have induced direct infringement of
9 the '072 patent by end users who use the Toshiba LED Lamp.

10 76. Toshiba knew or should have know that its actions would induce direct
11 infringement of the '072 patent by end users who use the Toshiba LED Lamp.

12 77. Toshiba has infringed and continues to infringe the '072 patent by actively
13 contributing to the direct infringement by end-users who operate and/or use the Toshiba LED
14 Lamp.
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16 78. The Toshiba LED Lamp made, used and/or sold by Toshiba constitutes a material
17 part of the inventions claimed in the '072 patent and is not a staple article or commodity of
18 commerce suitable for substantial non-infringing use.

19 79. Toshiba knew that the Toshiba LED Lamp is being used by end-users as a
20 material part of the invention claimed in the '072 patent.

21 80. Toshiba infringes the '072 patent either literally or under the doctrine of
22 equivalents.
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Westinghouse Lighting Corporation

81. Westinghouse has infringed and continues to infringe the '072 patent by making, using, selling, offering to sell, leasing, importing and/or exporting LED lamps that infringe one or more claims of the '072 patent.

82. The Westinghouse LED lamps that infringe '072 patent include, but are not limited to, the Nanolux LED Lamp G19 (3G19/LED/70 03466 (M60-WI-1)) ("Westinghouse LED Lamp").

83. By making, using, selling, offering to sell, leasing, importing and/or exporting the Westinghouse LED Lamp, Westinghouse has infringed and continues to infringe at least claim 3 of the '072 patent.

84. Westinghouse has infringed and continues to infringe the '072 patent by actively inducing direct infringement by end-users who use the Westinghouse LED Lamp.

85. Westinghouse has the specific intent to encourage direct infringement of the '072 patent by end users who use the Westinghouse LED Lamp.

86. Westinghouse's sales, advertising, and instructions have induced direct infringement of the '072 patent by end users who use the Westinghouse LED Lamp.

87. Westinghouse knew or should have know that its actions would induce direct infringement of the '072 patent by end users who use the Westinghouse LED Lamp.

88. Westinghouse has infringed and continues to infringe the '072 patent by actively contributing to the direct infringement by end-users who operate and/or use the Westinghouse LED Lamp.

1 89. The Westinghouse LED Lamp made, used and/or sold by Westinghouse
2 constitutes a material part of the inventions claimed in the '072 patent and is not a staple article
3 or commodity of commerce suitable for substantial non-infringing use.

4 90. Westinghouse knew that the Westinghouse LED Lamp is being used by end-users
5 as a material part of the invention claimed in the '072 patent.

6 91. Westinghouse infringes the '072 patent either literally or under the doctrine of
7 equivalents.

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9 **DAMAGES**

10 92. Defendants' infringement of the '072 patent, as alleged above, has injured Takion,
11 and thus, Takion is entitled to recover damages adequate to compensate it for Defendants' acts of
12 infringement, which in no event can be less than a reasonable royalty.

13 **DEMAND FOR JURY TRIAL**

14 93. Takion hereby demands a jury trial on all claims and issues.

15 **PRAYER FOR RELIEF**

16 94. Wherefore, Takion prays for entry of judgment:

17 A. that Defendants have infringed one or more claims of the '072 patent;

18 B. that Defendants account for and pay to Takion all damages caused by the
19 infringement of the '072 patent, which by statute can be no less than a reasonable royalty;

20 C. that Takion be granted pre-judgment and post-judgment interest on the damages
21 caused to them by reason of Defendants' infringement of the '072 patent;

22 D. that Takion be granted its attorneys' fees in this action;

23 E. that costs be awarded to Takion;
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1 F. that Takion is granted such other and further relief as the Court may deem just
2 and proper under the current circumstances.

3 DATED this 8th day of June, 2011.
4

5 s/ Matthew J.M. Prebeg

6 Matthew J.M. Prebeg (admitted *pro hac vice*)
7 Christopher M. Faucett (admitted *pro hac vice*)
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